



**BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS**



IN THE MATTER OF:

LISA MOSHER,

Employee,

vs.

DEPARTMENT OF EDUCATION,

Management.

**GRIEVANCE APPEAL
CASE NO. 17-GRE01**

JUDGMENT OF DISMISSAL

The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to the signed Stipulation of Settlement, attached hereto.

SO ADJUDGED THIS 30~~th~~ day of MAY 2017.



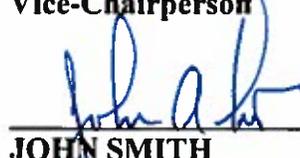
EDITH PANGELINAN
Chairperson

Not Present

LOURDES HONGYEE
Vice-Chairperson



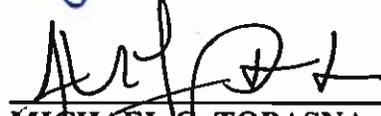
PRISCILLA T. TUNCAP
Commissioner



JOHN SMITH
Commissioner



CATHERINE GAYLE
Commissioner



MICHAEL G. TOPASNA
Commissioner



1 Robert E. Koss, Lay Representative
 2 Guam Federation of Teachers
 3 P.O. Box 2301
 4 Hagatna, Guam 96910
 5 Ph. (671) 735-4390 Fax (671) 734-8085
 6 Email rkoss@gftunion.com



7 **BEFORE THE CIVIL SERVICE COMMISSION OF GUAM**

8 **LISA MOSHER,**
 9 **Employee,**

GRIEVANCE APPEAL
CSC Case No.: 17-GRE01

10 **vs.**

STIPULATION OF SETTLEMENT

11 **DEPARTMENT OF EDUCATION,**
 12 **Management.**

13 To the Civil Service Commission of Guam and opposing Management Representative of record.

14 **THIS STIPULATION OF SETTLEMENT AND AGREEMENT, is by and between**
 15 **LISA MOSHER (hereinafter “Employee”) and DEPARTMENT OF EDUCATION**
 16 **(hereinafter referred to as “Management”) as follows:**

17 **RECITALS**

18 The Employee commenced an Grievance Appeal in the Civil Service Commission on or about
 19 February 23, 2017 on the basis that her employer (the government) has disciplined her (public
 20 employee and citizen) for off-duty conduct that did not associate the employer or affect the
 21 service of the employee or employer or bear any nexus to her employment in any way and that
 22 the government’s action in this regard is overreaching and unacceptable because it infringes on
 23 her liberty and freedom as a citizen. Employee asserts that Government of Guam Employees
 24 should not be disciplined for conduct that occurs off the job unless that conduct directly relates to
 25 job performance.

26 B. The parties desire to enter into this Settlement Agreement (hereinafter “Agreement”) for
 27 this and all pending matters in order to provide for certain arrangements in full settlement and
 28



1 discharge of the Appeal and Complaint in fair and equitable means and upon the terms and
2 conditions set forth herein.

3 C. The terms and conditions of said Agreement shall become operative upon execution of
4 this Agreement.

5 **NOW THEREFORE**, for and in consideration of the mutual promises set forth herein, the
6 parties agree as follows:

7 **1. Purpose of Agreement.** Employee and Management acknowledge and agree that this
8 Agreement is a Settlement and Compromise of the referenced matter. It is the intention of the
9 parties by the execution of this Agreement to fully, finally and completely resolve all disputes
10 between them regarding these matters, in the manner more specifically set forth in the terms of
11 this Agreement that follow.

12 **2. Employee's Obligation.**

13 2.1 Employee shall withdraw the Appeal from the Civil Service Commission and request
14 that the Commission dismiss Appeal 17-GRE01 with prejudice.

15 2.2 Employee agrees to accept the attached *Letter of Counseling*.

16 **3. Management's Obligation.**

17 3.1 All documents related to or reflecting the December 13, 2016 *Letter of Reprimand* shall
18 be rescinded and expunged from Employee's record and files personnel file and replaced by the
19 attached *Letter of Counseling*.

20 **4. Performance Accepted.** The parties agree and acknowledges: (a) that it accepts
21 performance of its obligations specified in this Agreement as a full and complete compromise of
22 matters involving disputed issues; (b) that the negotiations for this settlement (including all
23 statements, admissions or communications by the parties of their attorneys or representative shall
24 not be considered by any of said parties; (c) and that no past or present wrong doing on the part
25 of the parties shall be implied by such negotiations.

26 **5. Additional Documents.** All parties agree to cooperate fully and execute any and all
27 supplementary documents and take all additional actions that may be necessary as appropriate to
28 give full force and effect to the basic terms and intent of this Agreement.

6. Independent Advice of Counsel. Each party represents and declares that it has received
independent advice from its respective attorneys and representative with respect to the
advisability of making the settlement provided for herein and with respect to the advisability of
MOTION TO DISMISS CHARGE - 2



1 executing this Agreement. Each party further represents and declares that it has not relied upon
2 any statement or representation by the other party or of any of its partners, agents, employees, or
3 attorneys in executing this Agreement or in making the settlement provided for herein, except as
4 expressly provided for herein.

5 **7. Voluntary Agreement.** Each party represents and declares that it has carefully read this
6 Agreement, that it knows the contents of this Agreement, and that it has signed the same freely
7 and voluntarily.

8 **IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date written
9 by their respective names.

10 **For Employee:**

10 **For Management:**

11 
12 LISA MOSHER, Employee

11 
12 JON J.P. FERNANDEZ, Superintendent

13 **Date:** 5-8-17

13 **Date:** 5/5/17



**DEPARTMENT OF EDUCATION
OFFICE OF THE SUPERINTENDENT**

www.gdoe.net
500 Mariner Avenue
Barrigada, Guam 96913
Telephone: (671) 300-1547 / 1536 • Fax: (671) 472-5001
Email: jonfernandez@gdoe.net



JON J.P. FERNANDEZ
Superintendent of Education

May 4, 2017

MEMORANDUM

**To: Lisa Mosher, Teacher
George Washington High School**

From: Superintendent of Education

SUBJECT: Rescind Letter of Reprimand (December 13, 2016) to Letter of Counseling

Buenas! A meeting was held in my office on Wednesday, April 26, 2017. The meeting was attended by your GFT union representative Mr. Robert Koss and myself.

Based on our meeting, I have decided to rescind the letter of reprimand and instead issue a letter of counseling. Therefore, it is my decision to rescind the letter of reprimand dated December 13, 2016, in its entirety and replace with this letter of counseling. By copy of this memorandum, the Administrator of Personnel Services Division will ensure the letter of reprimand is removed in its entirety from your official personal file effective immediately and replaced with this letter of counseling.

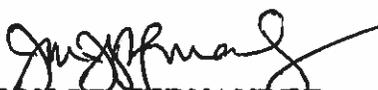
Please be advised of the following:

4 GCA § 4202.1. Duty to Report Criminal Charges or Conviction. An employee in the classified service who is charged by indictment, information or magistrate's complaint with any crime in any court or who is convicted of a crime in any court except Traffic Court shall provide the head of the department or agency employing the employee with written notice of the charges or the conviction within seventy-two (72) hours thereof.

Your compliance is expected when appropriate.

By copy of this memorandum, the Guam Federation of Teachers agrees to withdraw its grievance appeal to the Civil Service Commission on the CSC case file 17-GRE01.

If you should have questions regarding this matter. Please feel free to contact the Equal Employment Opportunity Officer Ms. Margaret Cruz at 300-1612. *Senseramente.*


JON J.P. FERNANDEZ

Cc: Administrator, Personnel Services Division
School Principal, George Washington High School
Guam Federation of Teachers (Robert Koss)
File (EMRO)